

25287

AUG 8 1966

3832

MORTGAGE
Ruby Dupree

BOOK 1037 PAGE 433

KNOW ALL MEN BY THESE PRESENTS, that _____

_____ of
Greenville County, State of South Carolina, hereinafter whether one or more called the "Mortgagor", has become
justly indebted to Lehighpaint & Chemical of S.C. Inc. of

Greenville County, State of South Carolina, hereinafter called the "Mortgagee",
in the sum of Twenty six hundred eighty six and 20/100 DOLLARS (\$ 2686.20)
evidenced by a promissory note of even date herewith in the total amount set forth above, payable in 60
monthly instalments in the sum of Forty four and 77/100 DOLLARS (\$ 44.77),
the first payment commencing on the 7th day of July, 19 66, and continuing on
the same day of each month thereafter until fully paid, together with late charges of five (5) cents per \$1.00 on each instal-
ment not paid within ten (10) days of the due date, but not exceeding the lawful maximum, and interest after maturity at the
rate of 6% per annum.

NOW, for and in consideration of the aforesaid indebtedness and to secure the prompt payment of the same, Mortgagor
has bargained and sold and does hereby grant, bargain, sell and convey unto the said Mortgagee, his successors and assigns,

the following described lot or parcel of land situated in Greenville County, State of South Carolina, to-wit:
All that piece, parcel of lot of land, situate lying and being in or near Greenville, in the
County of Greenville, South Carolina, and being more particularly described as Lot No. 131 as shown
on a plat entitled Subdivision for Abney Mills, Poinsett Plant. Greenville, South Carolina, made by
Pickell and Pickell, Engineers, South Carolina, County of Greenville, March 5, 1959, and recorded
in the R.M.C. Office for Greenville County in Plat Book QQ at page 51, according to said plat
the within described lot is also known as 13 Gates Street and fronts thereon 48,5 feet/

Together with all rights, members, privileges, hereditaments, easements and appurtenances belonging or appertaining.
Mortgagor hereby covenants and warrants to the Mortgagee, his heirs, successors and assigns, that he has a fee simple
title to said property, free from all encumbrances except: Mtg. to Greer Fed. S & L Assn. 267/1/59, Bk. 790, Pg. 574
Mtg. to: Ventilated Awings Corp., dated June 7th, 1962, in book 892, page 264

TO HAVE AND TO HOLD all and singular the aforegranted and bargained premises unto the Mortgagee forever, provided
always that if the Mortgagor shall and will pay to the order of the Mortgagee, according to its tenor and effect, that certain
promissory note of even date herewith and secured hereby and any other sums which become owing by the Mortgagor to the
Mortgagee prior to cancellation hereof, then this mortgage shall cease, terminate and be void, otherwise to remain in full
force and effect.

The Mortgagor agrees and covenants to pay all taxes and special assessments against the property and agrees to pay
all taxes levied under the laws of this State on the indebtedness secured hereby. Mortgagor further covenants and agrees
that he will at all times until the release of this mortgage keep in force a policy of insurance on that portion of the mort-
gaged property which is insurable covering loss and damage by fire and the other casualties covered by the usual compre-
hensive casualty insurance policy. Such policy shall be with an insurer acceptable to the Mortgagee, in an amount not less
than the balance owing upon the indebtedness secured hereby, with loss payable to the Mortgagee. In the event of loss,
Mortgagor shall give immediate notice by mail to the Mortgagee, who will make proof of loss if not made promptly by the
Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment of such loss directly
to the Mortgagee instead of to the Mortgagor and Mortgagor jointly but, in the event any payment is made jointly, Mortgagor
hereby authorizes Mortgagee to endorse his name on any check, draft or money order as his attorney-in-fact. Upon payment
for loss, the Mortgagee may at his sole option apply such proceeds to reduce the balance of the indebtedness, or to restore
the mortgage property. In the event the Mortgagor shall neglect or refuse to obtain said insurance or pay any taxes when due,
then the Mortgagee may at his sole option obtain such insurance or pay all such taxes or both, and all sums expended there-
for are hereby secured by this mortgage and shall be due immediately from Mortgagor to Mortgagee with interest at the rate
of 6% per annum from the date of payment by the Mortgagee until paid.

The Mortgagor agrees and covenants that he will maintain the mortgaged property in good condition and not to commit or
to permit anyone else to commit waste, reasonable wear and tear excepted. Upon the failure of the Mortgagor to so maintain
the mortgaged property, the Mortgagee may cause reasonable maintenance work to be performed at the cost of the Mortgagor.
Any such sum so expended shall be due immediately from Mortgagor with interest at the rate of 6% per annum from the date
expended until paid.

The Mortgagor hereby vests the Mortgagee with the full power and authority, upon the breach of any covenant or warrant
herein contained, or upon any default in the payment of any instalment provided in said note or any renewal or extension
thereof, or in the performance of any agreement herein contained, to declare the entire indebtedness hereby secured immedi-
ately due and payable, without notice to any person to take possession of said property and proceed to foreclose this mort-
gage in accordance with the law of this State. Should any legal proceedings be instituted for the foreclosure of this mort-
gage, or should the Mortgagee become a party of any suit involving this Mortgage or the title to the premises described
herein, or should the debt secured hereby or any part thereof be placed in the hands of any attorney at law for collection by
suit or otherwise, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall thereupon become
due and payable immediately or on demand, at the option of the Mortgagee, as a part of the debt secured hereby, and may be
recovered and collected hereunder.

The Mortgagor (if more than one, all mortgagors) hereby waive and relinquish all rights of exemption and homestead.

This mortgage may be assigned by the Mortgagee without the consent or notice to the Mortgagor and when so assigned,
the assignee shall have all of the rights and privileges given to the Mortgagee by the provision of this mortgage.

This mortgage is in addition to any other lien or security heretofore or hereafter given or obtained by the Mortgagee and
is not in satisfaction or in lieu of any other lien or security.

In this mortgage, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the
singular includes the plural. This mortgage shall bind all parties hereto, their heirs, legatees, administrators, executors,
successors and assigns.

IN WITNESS WHEREOF (we) 0 hereunto set (our) (our) hand(s) and seal(s) this 9 day of May, 19 66.

Signed, sealed and delivered
in the presence of:

[Signature]
[Signature]

[Signature] (L.S.)
(Signature of Mortgagor)

[Signature] (L.S.)
(Signature of Mortgagee)

M-27 10/65 S.C.)

*Paid and satisfied in full 4/28/71.
Peoples National Fund Inc.
or Avco Security Corp.
Edward W. Horthy asst. Secty.
Witness S. Rock*

SATISFIED AND CANCELLED OF RECORD
3 DAY OF May 1971
Ollie Farnsworth

R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 3:34 O'CLOCK P M. NO. 25265